



JPW

S/N 10/698,819

PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	CONRAD ET AL.	Examiner:	Hopkins, C.
Serial No.:	10/698,819	Group Art Unit:	3735
Filed:	October 31, 2003	Docket No.:	13033.12US01
Title:	AIRWAY IMPLANT		

CERTIFICATE UNDER 37 CFR 1.8:

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail, with sufficient postage, in an envelope addressed to: Commissioner for Patents P.O. Box 1450 Alexandria, Virginia 22313-1450 on January 31, 2007.

Elizabeth Tauer
Elizabeth Tauer

TERMINAL DISCLAIMER TO OBVIATE A PROVISIONAL
DOUBLE PATENTING REJECTION OVER A PENDING SECOND APPLICATION

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

23552
PATENT TRADEMARK OFFICE

Dear Sir:

Petitioner, Restore Medical, Inc., a corporation organized and existing under the laws of the State of Minnesota and having its primary place of business at 2800 Patton Road, St. Paul, Minnesota, 55113 represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/698,819, filed on October 31, 2003 and entitled AIRWAY IMPLANT ("present application"), by virtue of our assignment recorded at Reel 014670, Frame(s) 0692.

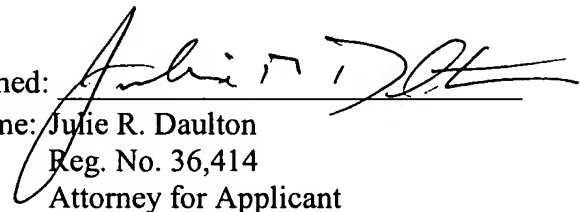
Petitioner, Restore Medical, Inc., hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term as shortened by any terminal disclaimer filed prior to the grant of any patent granted from pending second U.S.

Patent Application Serial No. 10/877,003, filed on June 24, 2004, and entitled AIRWAY

IMPLANT ("second application") and hereby agrees that any patent so granted on the present application 10/698,819 shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent granted on the second application, this agreement to run with any patent granted on the present application 10/698,819 and to be binding upon the grantee, its successors, or assigns.

In making the above disclaimer, Petitioner does not disclaim the terminal part of any patent granted on the present application that would extend to the full statutory term as shortened by any terminal disclaimer filed prior to the patent grant on the second application, in the event that any such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims cancelled by a reexamination certification, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Date: 11-30-07

Signed: 

Name: Julie R. Daulton
Reg. No. 36,414
Attorney for Applicant



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

MAY 29, 2004

PTAS



102598604A

MERCHANT & GOULD P.C.
DAVID G. SCHMALTZ
P.O. BOX 2903
MINNEAPOLIS, MN 55402-0903

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/31/2003

REEL/FRAME: 014670/0692
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

CONRAD, TIMOTHY R.

DOC DATE: 10/31/2003

ASSIGNOR:

CRITZER, SUSAN L.

DOC DATE: 10/31/2003

ASSIGNOR:

ERICKSON, BRIAN J.

DOC DATE: 10/31/2003

ASSIGNOR:

METZGER, ANJA K.

DOC DATE: 10/31/2003

ASSIGNOR:

SOPP, JOHN P.

DOC DATE: 10/31/2003

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014670/0692 PAGE 2

ASSIGNEE:

RESTORE MEDICAL, INC.
2800 PATTON ROAD
ST. PAUL, MINNESOTA 55113

SERIAL NUMBER: 10698819

PATENT NUMBER:

TITLE: AIRWAY IMPLANT

FILING DATE: 10/31/2003

ISSUE DATE:

SHARON BROOKS, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

11-12-2003

FORM PTO-1595

(Rev. 6-93)

DMB No. 0651-0011 (exp. 4/94)

M&G- 13033.12US01

RECC



102598604

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Timothy R. Conrad
Susan L. Critzer
Brian J. Erickson
Anja K. Metzger
John P. Sopp

2. Name and address of receiving party(ies):

Restore Medical, Inc.
2800 Patton Road
St. Paul, Minnesota 5511322154 U.S. PTO
10/698819
103103Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: October 31, 2003

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: October 31, 2003

A. Patent Application No.(s)

10698819

B. Patent No.(s)

Filed Herewith

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: David G. Schmaltz
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

David G. Schmaltz

Name of Person Signing

Signature

October 31, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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Mail documents to be recorded with required cover sheet information to:

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Alexandria, VA 22313-1450

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23552

PATENT TRADEMARK OFFICE

ASSIGNMENT

WHEREAS, we, Timothy R. Conrad, residing at 12557 Riverview Road, Eden Prairie, Minnesota 55347, Susan L. Critzer, residing at 9 Spyglass Road, Dellwood, Minnesota 55110, Brian J. Erickson, residing at 3453 Gunston Lane, Woodbury, Minnesota 55129, Anja K. Metzger, residing at 13683 47th Street North, Stillwater, Minnesota 55082 and John P. Sopp, residing at 7425 North Shore Circle, Forest Lake, Minnesota 55025, made certain new and useful inventions and improvements for which we filed an application for Letters Patent of the United States on the date concurrent herewith, which is entitled AIRWAY IMPLANT.

AND WHEREAS, Restore Medical, Inc., a corporation organized and existing under and by virtue of the laws of the State of Minnesota, and having an office and place of business at 2800 Patton Road, St. Paul, Minnesota 55113 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and

the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2003.

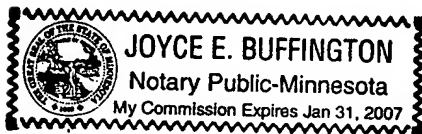
[Signature]
Timothy R. Conrad

STATE OF MN)
COUNTY OF Ramsey) ss.

On this 31st day of Oct, 2003 before me personally appeared Timothy R. Conrad to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

[Signature]
Notary Public

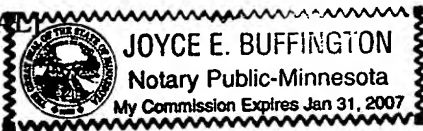


IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2003.

Susan L. Critzer
Susan L. Critzer

STATE OF MN)
COUNTY OF Ramsey) ss.

On this 31st day of Oct, 2003, before me personally appeared Susan L. Critzer to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.

[SEAL]  JOYCE E. BUFFINGTON
Notary Public-Minnesota
My Commission Expires Jan 31, 2007

Joyce E. Buffington
Notary Public

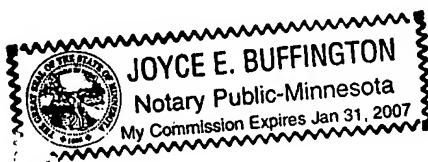
IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2003.

Brian J. Erickson
Brian J. Erickson

STATE OF MN)
COUNTY OF Ramsey) ss.

On this 31st day of Oct, 2003, before me personally appeared Brian J. Erickson to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]

 JOYCE E. BUFFINGTON
Notary Public-Minnesota
My Commission Expires Jan 31, 2007

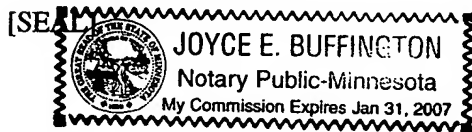
Joyce E. Buffington
Notary Public

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2003.

Anja K. Metzger
Anja K. Metzger

STATE OF MN)
COUNTY OF Ramsey) ss.

On this 31st day of Oct, 2003, before me personally appeared Anja K. Metzger to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.



Joyce E. Buffington
Notary Public

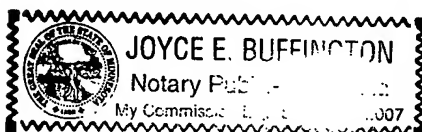
IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of October, 2003.

STATE OF MN)
COUNTY OF Ramsey) ss.

John P. Sopp
John P. Sopp

On this 31st day of Oct, 2003, before me personally appeared John P. Sopp to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Joyce E. Buffington
Notary Public